



**Connecticut  
State  
University**

Central • Eastern • Southern • Western

BR#92-27

P.O. Box 2008, New Britain, Connecticut 06050  
(203) 827-7700

Chairman of the Board

RESOLUTION

concerning

TECHNICAL ADDITIONS

to

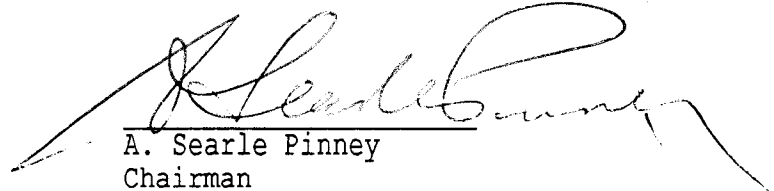
THE CSU-AAUP AND SUOAF-AFSCME CONTRACT AMENDMENTS

February 7, 1992

RESOLVED, That certain technical additions to the ratified CSU-AAUP and SUOAF-AFSCME Contract Amendments (BR#91-156), as contained in the attached addendum to this resolution, are hereby incorporated as part of the above-mentioned Contract Amendments, and, be it further

RESOLVED, That these technical additions are herewith ratified.

A Certified True Copy:

  
A. Searle Pinney  
Chairman



An Equal  
Opportunity  
Employer

ADDENDUM TO BR#92-27

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the American Association of University Professors (Connecticut State University Faculty) (the "Union") designated as exclusive bargaining representative under the State Employee Collective Bargaining Act, Conn. Gen. Stat. §5-270 et seq. ("the Act"), and the State of Connecticut Executive Branch (the "State"), including those subdivisions thereof which bargain as separate employers under the Act whose units are covered by this Agreement, for the following bargaining unit:

Connecticut State University Faculty

I. **WAGES AND WAGE RELATED SAVINGS**

1. Collective Bargaining Increases. Wage increases and modifications thereof shall be implemented in accordance with the terms of the unit agreement attached hereto.

2. Pension Protection. Any employee who retires from State service, under the State Employees' Retirement System ("SERS") or the Teachers' Retirement System ("TRS"), during the period from July 1, 1991 through June 30, 1994, and who, for the purposes of pension calculation, utilizes any or all of the 1991-92 or 1992-93 contract years for the purpose of calculating his/her final average earnings, shall be entitled to include the wage increases which would have been paid had

the provisions of the attached unit agreement not been implemented.

In order to provide pension protection for employees covered by the Alternate Retirement Program ("ARP"), if an employee enrolled exclusively in ARP leaves State service during the period from July 1, 1991 through June 30, 1994, and at the time of separation has at least ten (10) years of actual State service, the State shall make the employer contribution to ARP on the wage increases which would have been paid on his/her salary during the 1991-92 and/or 1992-93 contract years, if the provisions of the attached unit agreement had not been implemented. Implementation of this provision is subject to the approval of TIAA-CREF.

Any employee who benefits from this item 2 shall be required to make the applicable employee contributions on the amount of imputed wage increases for which he/she is receiving the benefit. For example, an employee in Tier I of the SERS shall be required to pay two percent (2%) (five percent if in Plan A) on the increase in his/her final average earnings which results from the application of this section.

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## II. VOLUNTARY LEAVES AND SCHEDULE MODIFICATIONS

1. Upon request of any employee, or group thereof, and agreement of the appointing authority, a schedule modification which reduces the work week or provides enhanced coverage or efficiency, or a voluntary leave of absence may be granted. An employee who is granted reduced hours or a leave of absence shall have his/her pay reduced accordingly.

2. Approval of any such request, except as may already be provided in unit contract language, shall be at the sole discretion of the agency, and the grant or denial thereof shall not be the subject of or the basis for a collateral attack or grievance review.

3. The agency shall notify the bargaining agent of any agreements reached or leaves granted hereunder.

4. Unpaid leave or reduced hours shall not be granted wherein the employee would fall below the unit threshold for health insurance benefits. The employer shall notify the employee in writing, prior to final agreement, if any such schedule modifications would impact the accrual of leave time, or sundry benefits.

5. Voluntary leaves undertaken as a result of these provisions shall not operate to interrupt the continuous employment status of the participant.

6. The willingness of the parties to agree to this provision as a part of the overall settlement shall be without

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prejudice, and shall have no value as precedent.

7. This provision, as well as any leaves and schedule modifications granted pursuant to this provision, shall sunset no later than September 1, 1993, unless the appropriate parties mutually agree to the continuation thereof.

8. Further provisions pertaining to this program are detailed in Appendix A.

### III. UNIT AGREEMENT

The Connecticut State University and the Union have entered into an agreement to modify the collective bargaining agreement and implement wage changes and other means of savings as specifically set forth in the unit agreement attached hereto as Appendix B for informational purposes.

### IV. GENERAL PROVISIONS

1. Those provisions of this Agreement, if any, which modify the Pension Agreement between the State and SEBAC or which affect pension and health insurance issues are subject to ratification by SEBAC.

2. Those provisions of this Agreement which modify and/or extend the collective bargaining agreement have been ratified by the bargaining unit in accordance with applicable rules and procedures of the exclusive bargaining representative.

3. This agreement has been approved by the Connecticut State University Board of Trustees.

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4. This Memorandum of Agreement is subject to ratification by the General Assembly.

5. Except as otherwise provided in this Agreement or an Appendix, disputes over the application of this provisions of this Agreement shall be resolved through discussion between the parties.

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MEMORANDUM OF AGREEMENT

This Agreement is made by and between the State University Organization of Administrative Faculty, Local 2836, AFSCME Council #4, AFL-CIO ("Union") designated as exclusive bargaining representative under the State Employee Collective Bargaining Act, Conn. Gen. Stat. §5-270 et seq. ("the Act"), and the State of Connecticut Executive Branch (the "State"), including those subdivisions thereof which bargain as separate employers under the Act whose units are covered by this Agreement, for the following bargaining unit:

Connecticut State University Administrative Faculty

I. WAGES AND WAGE RELATED SAVINGS

1. Collective Bargaining Increases. Wage increases and modifications thereof shall be implemented in accordance with the terms of the unit agreement attached hereto.

2. Pension Protection. Any employee who retires from State service, under the State Employees' Retirement System ("SERS") or the Teachers' Retirement System ("TRS"), during the period from July 1, 1991 through June 30, 1994, and who, for the purposes of pension calculation, utilizes any or all of the 1991-92 or 1992-93 contract years for the purpose of calculating his/her final average earnings, shall be entitled to include the wage increases which would have been paid had

the provisions of the attached unit agreement not been implemented.

In order to provide pension protection for employees covered by the Alternate Retirement Program ("ARP"), if an employee enrolled exclusively in ARP leaves State service during the period from July 1, 1991 through June 30, 1994, and at the time of separation has at least ten (10) years of actual State service, the State shall make the employer contribution to ARP on the wage increases which would have been paid on his/her salary during the 1991-92 and/or 1992-93 contract years, if the provisions of the attached unit agreement had not been implemented. Implementation of this provision is subject to the approval of TIAA-CREF.

Any employee who benefits from this item 2 shall be required to make the applicable employee contributions on the amount of imputed wage increases for which he/she is receiving the benefit. For example, an employee in Tier I of the SERS shall be required to pay two percent (2%) (five percent if in Plan A) on the increase in his/her final average earnings which results from the application of this section.



II. VOLUNTARY LEAVES AND SCHEDULE MODIFICATIONS

1. Upon request of any employee, or group thereof, and agreement of the appointing authority, a schedule modification which reduces the work week or provides enhanced coverage or efficiency, or a voluntary leave of absence may be granted. An employee who is granted reduced hours or a leave of absence shall have his/her pay reduced accordingly.

2. Approval of any such request, except as may already be provided in unit contract language, shall be at the sole discretion of the agency, and the grant or denial thereof shall not be the subject of or the basis for a collateral attack or grievance review.

3. The agency shall notify the bargaining agent of any agreements reached or leaves granted hereunder.

4. Unpaid leave or reduced hours shall not be granted wherein the employee would fall below the unit threshold for health insurance benefits. The employer shall notify the employee in writing, prior to final agreement, if any such schedule modifications would impact the accrual of leave time, or sundry benefits.

5. Voluntary leaves undertaken as a result of these provisions shall not operate to interrupt the continuous employment status of the participant.

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prejudice, and shall have no value as precedent.

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8. Further provisions pertaining to this program are detailed in Appendix A.

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1. Those provisions of this Agreement, if any, which modify the Pension Agreement between the State and SEBAC or which affect pension and health insurance issues are subject to ratification by SEBAC.

2. Those provisions of this Agreement which modify and/or extend the collective bargaining agreement have been ratified by the bargaining unit in accordance with applicable rules and procedures of the exclusive bargaining representative.

3. This agreement has been approved by the Connecticut State University Board of Trustees.

4. This Memorandum of Agreement is subject to ratification by the General Assembly.

5. Except as otherwise provided in this Agreement or an Appendix, disputes over the application of this provisions of this Agreement shall be resolved through discussion between the parties.